

# CERTIFICATE OF PUBLICATION

From THE NEWS-POST

Frederick, Md.

## TRUSTEES' SALE

TRUSTEES' SALE of valuable improved real estate located at 5699 Briargrove Court, Frederick, Maryland 21701.

UNDER AND BY VIRTUE of the power of sale contained in that certain Deed of Trust, dated the 30th day of July, 1981, from Melvin Taplin and Carol Taplin, ("Grantor"), to a certain substitute trustee, recorded among the Land Records of Frederick County, Maryland, in Liber 1153, at folio 418. The holder of the Note secured by the said Deed of Trust having declared events of default under said Deed of Trust and having instructed the undersigned Trustee (hereinafter "Trustee") to proceed with this Trustees Sale; the undersigned Trustee will offer for sale at public auction on:

**NOVEMBER 15, 1983**

**AT 10:00 O'CLOCK A.M.**

at the front door of the Courthouse of the Circuit Court for Frederick County, Maryland, in Frederick, Maryland,

all of that aforesaid land, and any improvements thereon, which land and improvements are situate in Frederick County, Maryland, and described as follows:

Lot Numbered Two Hundred Four (204) in a subdivision known as "PLAT THREE, SECTION ONE, FARM-BROOK," in Frederick Election District No. 2, as per plat thereof recorded in Plat Book 23 at Plat 96.

AND TOGETHER with any improvements in anywise appertaining and all of the estate, right, title, interest or claim, either at law or in equity of the Grantors, of, in, to or out of the said land or premises.

SUBJECT TO any rights-of-way, easements, covenants, conditions, restrictions and limitations of record.

The said property, which is being sold as-is, is improved and consists of a detached frame, aluminum siding, two stories, 75% basement, 25% crawl space, four bedrooms, two and a half baths, family room, two-car attached garage, heat pump on a lot containing 1887 square feet located at 5699 Briargrove Court, Frederick, Maryland 21701.

This advertisement, as amended or supplemented by any oral pronouncements during the conduct of the sale, constitutes the Trustees entire statement relative to the premises described herein and the terms and conditions upon which the premises may be offered for sale, sold or purchased. The Trustees in their sole discretion reserves the unqualified right to withdraw the premises at any time prior to sale. The highest bidder acknowledged by the Trustees shall be the purchaser. In the event of any dispute among bidders, the Trustees shall have the sole and final discretion either to determine the successful bidder, or to then and there offer and resell the premises.

**TERMS OF SALE:** A cash deposit of Ten Thousand Dollars (\$10,000.00), in cash or by certified check, or in any form acceptable to the Trustees in their sole discretion, will be required at the time of sale, the balance in cash with interest at Fourteen and one half Percent (14.5%) per annum from the date of the sale to the date of settlement, payable within ten (10) days after final ratification of sale.

Adjustment of all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, state revenue stamps, state and county transfer tax, and all other costs incident to settlement thereof are to be paid by the purchaser.

The terms of prior encumbrances, whether assignable or not, if any, affecting the said property will be announced at the sale.

The retained deposit of the successful bidder shall be applied to the successful bidder's credit at settlement, provided, however, that in the event the successful bidder fails to consummate the purchase in accordance with the terms of sale, as herein provided, said deposit, at the option of the Trustees will be forfeited. Such forfeiture shall not limit or be deemed to limit any right of the Trustees or the noteholder to further avail themselves of additional legal or equitable remedies for failure to consummate the purchase.

Settlement on the sale shall take place at the office of the attorney for the Trustees and shall be held no later than ten (10) days following the date of the ratification of the sale, unless a later date is mutually agreed upon. At settlement, the balance of the purchase price over and above the retained deposit, with interest thereon at the rate of Fourteen and one half Percent (14.5%) per annum or the maximum permitted by law, from the date of sale to the date of settlement, will be due in cash or equivalent immediately available funds. Conveyance shall be by a Trustee's Deed without covenants or warranty, express or implied. The above described property will be sold in "as-is" condition and without warranty as to the accuracy of information furnished to and/or by the Trustees and made available to the prospective purchasers. All loss or damage to the above described property from and after date of sale will be at the risk of the successful bidder.

The right to postpone or set over the date of sale is expressly reserved. Any such postponement or setting over will be announced at the scheduled date of sale at the time and place set for such scheduled sale.

Compliance with terms shall be made within ten (10) days after final ratification of the sale, unless a later date is mutually agreed upon or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

**CHRISTINE MARTIN, Trustee**

MITCHELL MYERS  
Attorney for Trustees  
8720 Georgia Avenue, Suite 205  
Silver Spring, Maryland 20910  
585-6677

Frederick, Md. November 11, 1983

This is to certify, That the annexed Trustees' Sale was published in News-Post

a newspaper published in Frederick County, once a week for 3 successive weeks prior to the 15 day of November, 1983

THE NEWS-POST

Per X. H. H. H.

For Dec 14, 1983